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Union: **Marlboro Central School Operations/Food Service Unit, United Public Service Employee Union (UPSEU)**

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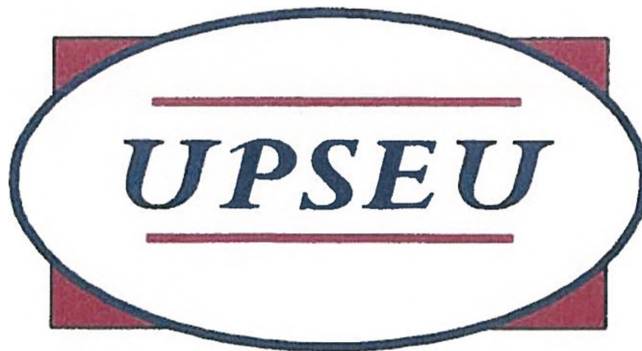
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COLLECTIVE BARGAINING AGREEMENT

By and Between

MARLBORO CENTRAL SCHOOL DISTRICT

and



**UNITED PUBLIC SERVICE EMPLOYEES UNION
(OPERATIONS/FOOD SERVICE UNIT)**

July 1, 2011 - June 30, 2015



UNITED PUBLIC SERVICE EMPLOYEES UNION
21 Aviation Road • Albany • NY • 12205
(518) 729-4805 • Fax: (518) 729-4956

Dear United Public Service Employees Union Member:

This is the negotiated and ratified Collective Bargaining Agreement between your Union and your Employer.

Please familiarize yourself with this Agreement. In the event you have a problem or grievance concerning any portion of this Agreement, it is important that you immediately contact your Union, either through your Shop Steward/Unit Officer or your Labor Relations Representative.

Fraternally,

Kevin E. Boyle, Jr.

President

TELEPHONE NUMBERS

Headquarters . .	Ronkonkoma, NY	631-738-8773
Capital Region .	Albany, NY	518-729-4805
Northern Region	Malone, NY	518-481-4240
Central Region .	Utica, NY	315-798-8934
Southern Region	Goshen, NY	845-294-7894

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**MARLBORO CENTRAL SCHOOL DISTRICT
and
UNITED PUBLIC SERVICE EMPLOYEES UNION**

I AGREEMENT

This Agreement is made and entered into by and between the Marlboro Central School District, herein called the "District" or "Employer", and the United Public Service Employees Union (Operations/Food Service Unit), herein called the "Union" or "UPSEU".

II PURPOSE

In order to effectuate the provisions of the Taylor Law, to encourage and increase effective and harmonious working relationships in the school system, and to provide the highest educational standards, this Agreement is made and entered into as of the 1st day of July, 2011, and expires on the 30th day of June, 2015, by and between the District and the Union.

III RECOGNITION

The District recognizes the Union as the exclusive bargaining representative of the unit consisting of all Operations and Food Service employees including, but not limited to custodial, grounds and maintenance personnel, couriers, cook, assistant cook and food service personnel.

IV TAYLOR LAW NOTICE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

V PAYROLL DEDUCTIONS

- A. The District shall deduct from the wages of the employees and remit regular membership dues for all employees who have signed the appropriate authorization permitting such deduction. The District agrees to authorize deductions and remittance of such monies exclusively for the Union as the recognized bargaining agent for the employees in Article III.
- B. The District agrees to deduct from the wages of all employees in the bargaining unit and who are not members of the Union, an agency shop fee in the amount of the dues levied by the Union. Such sum shall be remitted to the Union.
- C. Deductions and membership dues and agency shop fees shall be made uniformly and consistently on each day of the month. Said funds shall be remitted to the United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779-3020

- D. The District shall not be liable by reasons of the requirements of this agreement for remittance or payment for any sum other than that constituting actual deductions made from wages earned by employees.
- E. The Union hereby agrees to indemnify the District and hold harmless the District regarding any claims and suits pertaining to any deductions as set forth in Section A and B above.

VI

UNION RIGHTS

- A. Fifteen minutes after the latest school closing on school days, or unless otherwise approved by the Superintendent or designee, the Union shall be permitted to use designated areas in school buildings without cost for meetings of the membership, provided there is no interference with any scheduled school activities. Second shift employees shall be permitted up to two (2) hours leave with pay to attend Union meetings, a maximum of three (3) times per school year.
- B. There shall be a bulletin board space provided in each school for the sole use of the Union.
- C. The Union may distribute materials dealing with proper and legitimate business of the Union through Operations/Food Service employee's mailboxes.
- D. The names, home addresses, phone numbers and work locations of Operations/Food Service personnel will be available by October 1 of each year. A seniority list shall be furnished upon request.

VII

EMPLOYEE RIGHTS

- A. **VACANCIES**
If an Operations or Food Service position becomes vacant or a new position is created, the District agrees to give notice of the vacancy to the Union and post said vacancy conspicuously for a minimum of five (5) working days in each school. This notice will be sufficient to allow Operations and/or Food Service personnel on staff to make first application. It is understood that the District will attempt to fill the vacancy from the current staff. The Union will receive copies of all vacancy notices contemporaneously. Seniority shall be a consideration in the assignment to fill vacancies and/or in reassignments.
- B. **LAY-OFFS**
Lay offs shall be made in the reverse order of seniority, as hereinafter provided. Seniority for the purpose of layoffs shall be computed on a job title basis. Seniority for the purpose of displacements shall be computed on a District basis. All temporary and probationary employees in a title will be terminated before the position of the permanent employee is abolished.

VIII**PERSONNEL FILES**

Upon the request of an employee he or she will be permitted to examine his or her personnel file, with the exception of confidential letters of reference. An employee may request a Union representative to accompany him/her when examining the file. No material shall be placed in an employee's file unless that employee has had an opportunity to read the material. The employee shall have the right to answer any material filed and his or her answer shall be attached to the file copy. When an employee requests time to examine his/her file, the Superintendent or designee has a reasonable time to make the file available for examination. When an employee desires to answer any material filed, the written answer must be received by the Superintendent or his/her designee within five (5) working days after the material has been received by the employee.

IX**DEFINITION OF EMPLOYMENT YEAR/WORKWEEK**

- A. The work year schedule shall conform to the school calendar for all ten (10) month employees. For twelve (12) month employees, the work year schedule shall be July through June.
- B. A full-time employee shall be defined as an employee who works forty (40) hours per week. Said employees shall be entitled to all benefits.
- C. A part-time employee shall be defined as an employee who works a maximum of twenty-four (24) hours per week.

X**DEFINITION OF WORKDAY/WORK HOURS**

- A. The workday for full-time employees shall be eight (8) hours exclusive of a thirty (30) minute duty free unpaid meal period each day. Operations personnel work hours shall commence between 6:00 and 7:00 am for day shift employees and between 2:00 and 3:00 pm for second shift employees. Summer hours for Maintenance and Grounds employees shall commence at 6:00 am.
- B. The workday for part-time Operations employees shall be a maximum of four (4) hours; the workday for part-time Food Service employees shall be a maximum of four and one-half (4 ½) hours. Part-time hours of work shall be determined by the employee's Department Head.

XI**SALARY NOTICE**

All Operations and Food Service personnel shall receive a salary notice by the second pay period in September of each year to include the following information:

- A. Step number and base salary;
- B. Longevity credit where applicable; and
- C. Total salary

XII

COMPENSATION

A. Salary Schedules will be increased as follows:

Effective July 1, 2011 = 0% increase

Effective January 1, 2012 for 12 month employees, effective February 1, 2012 for 10 month employees = 3.25% increase

Effective July 1, 2012 = 0% increase

Effective January 1, 2013 for 12 month employees, effective February 1, 2012 for 10 month employees - 3.25% increase

Effective July 1, 2013 = 2% increase

Effective July 1, 2014 = 2% increase

The annual, renewable positions will receive the following stipends:

Lead Operations	\$21,844.47
Lead District-Wide Custodial Worker	\$12,416.65
Lead Grounds	\$4,953.16
Lead Maintenance	\$4,953.16

B. Effective July 1st of each year, employees shall move one (1) step on the Salary Schedule (Appendix "A").

1. For a returning employee or an employee hired before February 1st, he/she will move to the next higher step on July 1st.

2. For an employee hired after February 1st, he/she will remain on the step for which he/she was hired and will move to the next higher step on July 1st of the following year.

C. Effective July 1 of each year, employees who are being paid on a Top Step of the Salary Schedule shall receive an annual top step differential payment equal to one third (1/3) of the amount of the increment between the two Top Steps, added to the base salary.

D. Employees who work more than forty (40) hours per week shall be compensated at the rate of time and one half (1 ½ x) for all hours over forty (40) per week. Nothing contained herein shall be construed by the District to shorten an employee's workweek where he or she has worked overtime on any day.

E. Employees who work on weekends and holidays shall be compensated at the rate of time and one half (1 ½x) for all hours worked.

F. Available overtime shall be distributed equitably among qualified employees who normally do such work under the supervisor responsible for assigning the overtime involved, unless none of such employees are available.

G. Paid leave shall count as time worked for the purpose of calculating overtime.

- H. Regularly scheduled second shift employees shall be compensated an additional \$.60 per hour to their regular hourly rate for each hour worked, including all work performed on hours other than second shift, except during summer hours.
- I. Food Service employees called in for special activities shall be compensated by an additional \$.45 per hour to their regular hourly rate for all hours worked.
- J. In the event that an employee works in a higher classification than the classification to which he or she is ordinarily assigned, he or she shall receive the higher rate of pay for work done in that classification. If an employee works in a lower classification, he or she shall receive his or her regular rate of pay.
- K. For sick days, personal days, and holidays all part-time employees shall be paid at their regular rate of pay for the total number of hours consistently worked each day for that school year.
- L. The District shall continue to offer a Section 125 plan of the Internal Revenue Service (IRS) code.
- M. The District shall implement a direct deposit payroll system to the banking institution of the employee's choice.
- N. The District shall continue to offer an IRS code 403-b tax shelter annuity plan.

XIII

LONGEVITY SALARY CREDIT

- A. After completion of ten (10) years of service to the District, an employee shall receive an additional seven hundred and fifty dollars (\$750.00) as part of his/her annual salary, prorated as 10/12's for part-time employees. Effective July 1, 2012, \$900.
- B. After completion of fifteen (15) years of service to the District, an employee shall receive an additional one thousand dollars (\$1,000.00) as part of his/her annual salary, prorated as 10/12's for part-time employees. Effective July 1, 2012, \$1,150.
- C. After completion of twenty (20) years of service to the District, an employee shall receive an additional one thousand three hundred twenty-five dollars (\$1,325.00) as part of his/her annual salary, prorated as 10/12's for part-time employees. Effective July 1, 2012, \$1,400.
- D. After completion of twenty (25) years of service to the District, an employee shall receive an additional one thousand dollars (\$1,000.00) as part of his/her annual salary, prorated as 10/12's for part-time employees. Effective July 1, 2012, \$1,200.

- E. Longevity amounts are cumulative.
- F. Employees may elect to receive their longevity payments as follows: 100% on June 1, or 50% on December 1 and 50% on June 1, or; divided over 21 pays.

XIV UNIFORMS/SHOE ALLOTMENT

Uniforms shall be maintained by the employees.

The District will provide a \$200 per year uniform/shoe allotment for all employees effective July 1, 2009. Effective July 1, 2012, a \$300 allotment.

XV HEALTH INSURANCE

- A. Full-time employees shall be entitled to health insurance provided by the District. For employees hired prior to October 8, 1998, the District shall pay ninety-five percent (95%) of the cost of individual or family coverage with the employee responsible for the remaining five percent (5%). For employees hired between October 8, 1998, and June 30, 2004, the District shall pay eighty-eight percent (88%) with the employee responsible for the remaining twelve percent (12%). Employees hired after June 30, 2004 shall contribute twenty percent (20%) toward the cost of health insurance.
- B. On or before April 1st of each school year, unit members shall inform the District of their desire to opt out of the District's health plan effective July 1st. In return for opting out, the unit member shall receive a payment of \$2,000.00 which shall be payable in two (2) equal installments. The first payment shall be made by October 1st. The second payment shall be made by April 1st. To be entitled to the above-referenced payment, the unit member must produce proof of health insurance coverage from another source at the time of application. Re-entry shall be conditional upon compliance by the unit members with the rules of the rules of the health insurance provider governing re-entry and with the unit members repaying on a prorated basis, one-twelfth (1/12th) of the buyout for each month for twelve (12) months that the employee seeks coverage.
- C. The parties hereto agree that within sixty (60) days of the ratification of this Agreement, a committee consisting of up to three (3) members representing the District and up to three (3) members representing the Union shall be created to discuss a new dental and vision plan.
- D. For employees hired prior to July 1, 2007, the District shall contribute one hundred percent (100%) of health insurance coverage (individual or family) for those employees who retire with at least five (5) years of continuous service with the District. These benefits shall be available only upon compliance with this Agreement and upon official retirement in accordance with the rules and regulations of the NYS Employees Retirement System.

- E. For employees hired on or after July 1, 2007, the District will contribute ninety percent (90%) of the health insurance coverage (individual or family) for those employees who retire with at least ten (10) years of continuous service with the District. These benefits shall be available only upon compliance with this Agreement and upon official retirement in accordance with the rules and regulations of the NYS Employees Retirement System.
- F. For employees hired on or after July 1, 2009, the District will contribute eighty percent (80%) of the health insurance coverage (individual or family) for those employees who retire with at least ten (10) years of continuous service with the District. These benefits shall be available only upon compliance with this Agreement and upon official retirement in accordance with the rules and regulations of the NYS Employees Retirement System.
- G. Any employee hired on or after October 8, 1998 shall not be eligible for health insurance coverage with the District if that employee is covered under another District health insurance plan.

XVI

RETIREMENT

- A. Employees shall continue to participate in Section 75 - I of the New York State Employee Retirement System as provided by law.
- B. Employees who retire shall be entitled to payment for all unused sick days between 150 and 180 days at the rate of \$40 per day. Employees shall notify the administration, in writing, of their intent to retire at least six (6) months in advance, unless prohibited from doing so by an emergency or circumstances beyond the control of the individual. These benefits shall be available only upon compliance with this Agreement and upon official retirement in accordance with the rules and regulations of the New York State Employees Retirement System.
- C. The District shall provide Article 41 - J of the Retirement System.

XVII

HOLIDAYS

Full-time employees shall be entitled to nine (9) paid holidays. The District will consult with the Union each year before finalizing holiday selection.

Part-time employees shall be entitled to the following paid holidays: Columbus Day, Veteran's Day, Day before Thanksgiving*, Thanksgiving, Christmas, New Year's Day, Martin Luther King Birthday, Presidents Day, and Memorial Day. * The Day before Thanksgiving as a paid day is for the period from July 1, 2011 through June 30, 2015.

The District shall have the right to designate additional holidays with notice to the Union.

XVIII**PAID LEAVE****A. VACATION LEAVE**

1. A full-time employee who has completed one (1) year of employment shall be entitled to two (2) weeks paid vacation leave.
2. A full-time employee who has completed six (6) years of employment shall be entitled to three (3) weeks paid vacation leave.
3. A full-time employee who has completed twelve (12) years of employment shall be entitled to four (4) weeks paid vacation leave.
4. Vacation scheduling will be accomplished on the basis of seniority within each classification. Employees may submit vacation requests to the Employer by May 15 of each year for the ensuing school year. For those employees who submit their requests timely, conflicts arising out of duplicate requests shall be resolved by giving the most senior employee the requested time. An employee, regardless of seniority, who submits a request beyond May 15, shall receive their requested vacation, according to seniority within classification, if the time requested has not been claimed by an employee who submitted their vacation request timely by May 15.

B. PERSONAL LEAVE

Full-time employees shall be allowed four (4) personal leave days for business that cannot be conducted other than during the work day. Part-time employees shall be entitled to four (4) days. All requests for personal leave are subject to the approval of the District. Annual unused personal leave will revert to the employee's cumulative sick leave total. Effective July 1, 2012, employees shall be entitled to five (5) days.

C. SICK LEAVE

1. Full-time employees shall be allowed twelve (12) days of paid absence at full pay during the employment year due to personal or family illness or injury; part-time employees shall be allowed five (5) days, effective July 1, 2012, eight (8) days. Unused sick leave shall be accumulative to a maximum of one hundred eighty (180) days.
2. Sick Bank Guidelines are attached as "Appendix B."
3. Employees may be required to secure a doctor's certificate for absences which extend beyond the period of three (3) consecutive working days.
4. Sick days may be used in one-half (½) day increments.

D. BEREAVEMENT LEAVE

A maximum of three (3) days leave with pay shall be granted for each death in the employee's immediate family. Immediate family shall include spouses (common law or otherwise), parents, children, siblings, grandparents, grandchildren, spouse's parents, brother-in-law, sister-in-law, and/or any other family member who resides in the household of the employee.

E. FAMILY MEDICAL LEAVE

A full-time employee who is not otherwise eligible for benefits under the Family Medical Leave Act shall have the same entitlements extended as specified in the Act.

F. UNION LEAVE

Union Stewards/Officers shall receive up to an aggregate of three (3) days paid leave per school year for the purpose of attending Union training, convention, seminars, etc.

G. JURY DUTY LEAVE

Time responding for a summons for jury duty shall be allowed without loss of leave days or salary. The District shall be entitled to receive from each employee on jury duty a certificate from the Clerk of the Court stating the date that jury duty began and the date that jury duty ended.

XVIV

UNPAID LEAVE

A. HARDSHIP LEAVE

The Superintendent may, in his/her discretion, grant leave for personal health or family hardship for a period of one (1) year, without pay or fringe benefits provided for by the District, provided that such leave may be diminished or extended so that the employee shall return to work at the beginning of the following school year.

"Family" shall mean spouse, mother, father, brother, sister or unmarried children who are members of the employee's household.

B. CHILD CARE LEAVE

Employees shall be granted a leave of absence, without pay or other benefits paid for by the District, for the purpose of caring for their newborn or newly adopted child. The leave shall not exceed two (2) years and shall end at the beginning of a school year. The employees must apply for child care leave three (3) months in advance of the commencement date, except in cases where a certified medical condition precludes such notice.

XX

MILEAGE REIMBURSEMENT

Whenever an employee is required to use his/her personal vehicle in the conduct of the District's business, he/she shall be reimbursed for such use at the prevailing IRS rates.

XXI**TUITION REIMBURSEMENT**

Unit members who wish to take job-related courses at any accredited college may do so under the following conditions:

- A. The District agrees to pay the lesser of the tuition paid or a maximum of the applicable semester undergraduate tuition cost per credit hour for a New York State Resident at SUNY New Paltz, not including fees, per semester per applicant.
- B. Each unit member must have the pre-approval by the Superintendent, or his/her designee, as well as the concurrence as to the job related status of the course in an area of Liberal Arts and Sciences, Horticulture, Culinary Arts, or in an discipline other than one previously listed above from an accredited college or university. It is the District's decision whether the course is directly related to the member's employment within the District. The District's decision whether the course is directly related to the member's employment within the District. The District's decision is not subject to the grievance procedure.
- C. The District agrees to pay the cost of tuition only.
- D. Tuition will be paid directly to the unit member upon presentation of proof of successful completion of the course with a grade of C or better and a paid receipt from the college. All courses will be taken outside of the unit member's normal working hours.
- E. An unit member who receives tuition reimbursement will not be eligible to receive the Education Degree stipend.

OR**XXII****EDUCATION DEGREE STIPEND**

Marlboro Central School District agrees to provide a yearly payment of fifteen hundred dollars (\$1500.00) to any unit member who submits an official transcript documenting a job related Associates Degree in one of the following disciplines: Liberal Arts and Sciences, Horticulture, Culinary Arts, or in an discipline other than one previously listed above from an accredited college or university regardless of the date the degree was earned. It is the District's decision whether the course is directly related to the member's employment within the district. Approval of the discipline for which the degree was member's employment within the district. Approval of the discipline for which the degree was conferred is in the sole discretion of the District. The District's decision is not subject to the grievance procedure, OR

Marlboro Central School District agrees to provide a yearly payment of three thousand dollars (\$3,000) to any unit member who submits an official transcript documenting a job related Bachelors Degree in one of the following disciplines: Liberal Arts and Sciences, Horticulture, Culinary Arts, or in an discipline other than those previously listed from an accredited college or university regardless of the date the degree was earned. It is the District's

decision whether the degree is directly related to the member's employment within the district. Approval of the discipline for which the degree was conferred is in the sole discretion of the District. The District's decision is not subject to the grievance procedure.

Part-time unit members will receive a prorated payment.

This stipend will not be provided, however, if the unit member has received any benefit through the Tuition Reimbursement provision within this Agreement.

XXIII STAFF DEVELOPMENT AND PROFESSIONAL ADVANCEMENT

The District, at its discretion, shall pay the full cost of tuition or fees and other reasonable expenses incurred in connection with any course, workshop, seminar, conference or other such programs which an employee may attend. All such job related education programs must be pre-approved by the Superintendent. Employees required to attend such meetings at any time outside their normal working hours shall be paid for attendance at such meetings.

XXIV EMPLOYEE OBSERVATION

The parties hereto agree that within sixty (60) days of the ratification of this Agreement, a committee consisting of up to three (3) members representing the District and up to three (3) members representing the Union shall be created to formulate an employee observation procedure. The sole purpose of this committee shall be to formulate said observation, develop an observation form and set an implementation date. The parties further agree to review the observation process after one (1) year of experience. The employee observation procedure shall be attached hereto as a Addendum.

XXV GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is defined as an alleged violation of a specific article or section of this Agreement. In the event that an employee has a grievance, he/she or the Union may present the grievance using the following procedure.

A Union Labor Relations Representative may be present at each level of the grievance procedure.

Time limits herein may be extended by mutual agreement of the parties.

B. INFORMAL PROCEDURE

Any employee who believes he or she has a grievance may discuss it informally with the School Principal involved or his/her designee within fourteen (14) calendar days of the grievant's knowledge of the occurrence of the grievance.

C. FORMAL PROCEDURE

STEP ONE - The aggrieved will present the grievance to the Supervisor in writing no later than fourteen (14) calendar days following the grievant's knowledge of the occurrence of the grievance or, if the informal procedure is used first, no later than fourteen (14) calendar days following the informal meeting of the employee and the Supervisor. The Supervisor or his/her designee shall render his decision in writing within fourteen (14) calendar days after the grievance has been received. If no reply is given, the grievance shall be deemed denied.

STEP TWO - If the grievance is not settled in Step One and the aggrieved desires to appeal, the grievance shall be submitted to the Personnel Administrator or his/her designee no later than fourteen (14) calendar days after the receipt of the Supervisor decision. The Personnel Administrator shall make a written response within fourteen (14) calendar days of receipt of the grievance. If no reply is given, the grievance shall be deemed denied.

STEP THREE - If the grievance is not settled in Step Two and the aggrieved desires to appeal, the grievance shall be submitted to the Superintendent or his/her designee no later than fourteen (14) calendar days after receipt of the Personnel Administrator's decision. The Superintendent shall make a written response within fourteen (14) calendar days of receipt of the grievance. If no reply is given, the grievance shall be deemed denied.

STEP FOUR - If the grievance is not resolved at Step Three above, either the District or the Union may refer the matter to the American Arbitration Association (AAA) for appointment of an arbitrator in accordance with the Voluntary Labor Arbitration Rules. No individual shall initiate any arbitration appeal. A party desiring arbitration shall give written notice to AAA with a copy to the other party, no later than fourteen (14) calendar days from the Superintendent's reply. If no reply is given, the grievance shall be deemed denied, and the time to file the demand for arbitration shall commence from the fourteenth (14) calendar day after the filing of the Step Three decision.

The arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this Agreement provided, however, that in the event a dispute arises as to the issues to be determined in the arbitration, said arbitrator is hereby empowered not only to resolve the dispute, but to determine the issues to be decided. The arbitrator's decision shall be final and binding upon the District, the Union and the Grievant.

Written briefs may be submitted by either party to the arbitrator. All fees and expenses of the arbitrator shall be borne equally by the parties. Each party to the arbitration is responsible for the expenses in presenting and defending its own case.

XXVI**MISCELLANEOUS**

- A. School Board Minutes - Upon request, the District shall provide the Union with a copy of the unofficial minutes of each School Board Meeting in a timely fashion.
- B. Gender - Any reference herein to the masculine or feminine gender shall be read to include the opposite gender as well.
- C. Hepatitis "B" Vaccination - Refer to Administration Procedure Manual.
- D. In the event a physical is required by the District, such examination shall be at the District's expense for any out-of-pocket costs incurred (including co-pay).
- E. The District shall provide and maintain all tools necessary for use by the maintenance and custodial personnel.

XVII**LABOR MANAGEMENT COMMITTEE**

The parties hereto agree to form a labor management committee to identify and resolve issues of common interest. The Committee may consist of, but is not limited to, four (4) District representatives and four (4) Union representatives. Such Committee shall meet quarterly in the months of February, May, August and November of the year. Prior to such meetings, the parties shall exchange proposed agendas, if applicable. Time spent by union representatives at the Labor Management Meeting shall not be compensable. The parties agree to continue to discuss the following unresolved issues: extending all salary schedules to ten (10) steps, and the head cook and cook positions.

XXVIII**INTERVIEW COMMITTEE**

A unit representative or designee shall be included on a designated Interview Committee for the purpose of interviewing potential candidates for an open bargaining unit position.

XXIV**NEGOTIATION PROCEDURES**

- A. Negotiations between the District and the Union for a successor agreement shall commence within thirty (30) days of notice to begin said negotiations.
- B. Meeting will be convened for the purpose of reaching mutual understanding and agreement.
- C. Either party shall have the right to caucus during the meetings.
- D. Final draft of the Agreement reached by the Superintendent or his designee and the Union shall be exchanged by both parties before ratification and reproduction of said Agreement is undertaken.

XXX

DURATION OF AGREEMENT AND REOPENING

This Agreement is for a term of four (4) years commencing July 1, 2011 and continuing in full force and effect until June 30, 2015 or until a new Agreement is negotiated; provided, however, the parties thereto agree that either party may, on or after January 1, 2015, serve notice in writing upon the other party of its desire to begin negotiations for a successor agreement. In such event the parties and/or their representatives shall commence negotiations within thirty (30) days. The Union agrees that all negotiable items have been discussed during the negotiations leading to this Agreement, and agrees that negotiations will not be reopened on any item, whether contained in this agreement or not, during the life of this Agreement. Any District policies unaltered or unchanged by the language of this Agreement shall remain in force, and it shall be prerogative of the District to initiate and announce new policies not affecting or changing matters contained in this Agreement.

IN WITNESS WHEREOF, the parties set their hands and seals in agreement on the date set forth below.

**MARLBORO CENTRAL
SCHOOL DISTRICT**

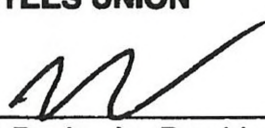

Stephen E. Jennison, President Board
of Education

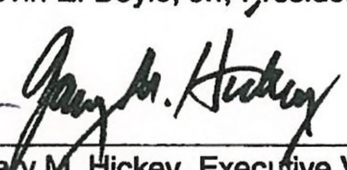

Raymond Castellani, Superintendent

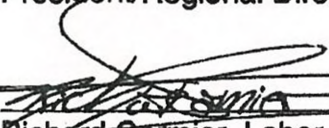
Date

9/1/11

**UNITED PUBLIC SERVICE
EMPLOYEES UNION**


Kevin E. Boyle, Jr., President

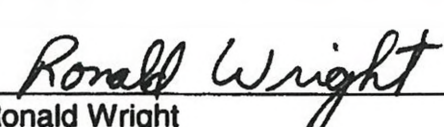

Gary M. Hickey, Executive Vice
President/Regional Director


Richard Cormier, Labor Relations
Representative

Negotiating Committee:


Robert Salzano


Rosemarie Desantis


Ronald Wright

Date

8/24/11

APPENDIX "A"- SALARY SCHEDULES

	STEP	7/1/2011	1/1/2012	1/1/2013	7/1/2013	7/1/2014
CUSTODIAL	1	30,774	31,774	32,807	33,463	34,132
	2	32,153	33,198	34,277	34,963	35,662
	3	36,480	37,666	38,890	39,668	40,461
	4	36,806	38,002	39,237	40,022	40,822
	5	37,135	38,342	39,588	40,380	41,188
	6	37,461	38,678	39,935	40,734	41,549
	7	37,791	39,019	40,287	41,093	41,915
	8	38,126	39,365	40,644	41,457	42,286
	9	34,055	42,389	43,767	44,642	45,535
	10	41,728	43,084	44,484	45,374	46,281
GROUNDS	1	32,043	33,084	34,159	33,842	35,539
	2	33,422	34,508	35,630	36,343	37,070
	3	37,861	39,091	40,361	41,168	41,991
	4	38,198	39,439	40,721	41,535	42,366
	5	38,537	39,789	41,082	41,904	42,742
	6	38,877	40,141	41,446	42,275	43,121
	7	39,221	40,496	41,812	42,648	43,501
	8	39,564	40,850	42,178	43,022	43,882
	9	41,366	42,710	44,098	44,980	45,880
	10	43,169	44,572	46,021	46,941	47,880
MAINTENANCE	1	34,577	35,701	36,861	37,598	38,350
	2	35,957	37,126	38,333	39,100	39,882
	3	40,618	41,938	43,301	44,167	45,050
	4	40,979	42,311	43,686	44,560	45,451
	5	41,344	42,688	44,075	44,957	45,856
	6	41,711	43,067	44,467	45,356	46,263
	7	42,076	43,443	44,855	45,752	46,667
	8	42,447	43,827	45,251	46,156	47,079
	9	44,247	45,685	47,170	48,113	49,075
	10	46,052	47,549	49,094	50,076	51,078
COURIER		13.91	14.36	14.83	15.13	15.43

APPENDIX "A" - SALARY SCHEDULES (continued)						
	STEP	7/1/2011	1/1/2012	1/1/2013	7/1/2013	7/1/2014
COOK	1	22,091	22,809	23,550	24,021	24,501
	2	22,297	23,011	23,759	24,234	24,719
	3	22,487	23,218	23,973	24,452	24,941
	4	22,685	23,422	24,183	24,677	25,160
	5	22,885	23,629	24,397	24,885	25,383
	6	23,087	23,837	24,612	25,104	25,606
	7	23,775	24,548	25,346	25,853	26,370
ASSISTANT COOK	1	15.88	16.40	16.93	17.27	17.62
	2		16.60	17.14	17.49	17.84
	3		16.81	17.36	17.71	18.06
	4		17.02	17.58	17.93	18.29
	5		17.24	17.80	18.15	18.51
	6		17.45	18.02	18.38	18.75
	7		17.67	18.24	18.61	18.98
FOOD SERVICE	1	12.54	12.95	13.37	13.64	13.91
	2	12.67	13.08	13.51	13.78	14.06
	3	12.78	13.20	13.63	13.90	14.18
	4	12.89	13.31	13.74	14.01	14.29
	5	13.00	13.42	13.86	14.14	14.42
	6	13.11	13.54	13.98	14.26	14.55
	7	13.59	14.03	14.49	14.78	15.08
	8	14.12	14.58	15.05	15.35	15.66
	9	14.59	15.09	15.58	15.89	16.21
	10	14.87	15.35	15.85	16.17	16.49

APPENDIX "B" - SICK LEAVE BANK GUIDELINES

Enrollment Procedures

1. There will be an enrollment period by September 30 of each school year for those persons who are not presently enrolled and a thirty (30) day enrollment period at the time of hire for new employees.
2. Waiver forms will be issued by the office of central administration to all potential sick leave bank members, including all non-members and all new eligible employees of the District, within the first two (2) weeks of the school year.
3. The waiver form must be returned to the office of central administration on or before the thirty (30) day enrollment period has expired.
4. The office of central administration will tabulate the waiver form responses and establish a sick leave bank book which must contain the following:
 - a. A list of persons eligible to apply for sick bank leave.
 - b. The total number of days contributed by the members.
 - c. The total number of matching days contributed by the District.
 - d. An up to date balance of total available sick days in the bank.
 - e. A record of the granting of any sick days from the bank.
5. If the sick bank is reduced to less than twenty percent (20%) of the initial contribution by its members, a deduction of one (1) sick day from the accumulated sick leave of participating members shall be donated to the bank. This will take place at the commencement of the immediate following school year or sooner if determined necessary by the sick bank committee.
6. If it becomes necessary to deduct a sick day and if the member does not have any accumulated sick leave, the executive officer will give approval to convert a personal day to a sick day so that the member may continue to participate. If the member does not have any personal days left, the employee has the option to buy a sick day in order to remain in the bank. This amount will be equal to a day's pay calculated by hours. If employee does not comply, then they are no longer an eligible member of the sick bank.
7. Unit members may contribute to the sick leave bank without limit.

Conditions Necessary to Make Application to the Sick Leave Bank

1. An eligible person is defined as anyone who has completed one (1) calendar year of service to the District.
2. Any eligible person actively employed by the District who has waived one (1) of his/her sick days to the sick leave bank.
3. Any eligible employee who has depleted his/her accumulated sick leave and all other allowable leave credits.

4. An eligible employee must have suffered a catastrophic illness or injury. There must be a reasonable expectation that this employee will resume his/her duties for at least one (1) calendar year upon his/her return to work, in order to qualify for sick bank.

Claim Procedure

1. The claimant shall make a written request to the Superintendent of Schools indicating the number of anticipated sick days needed. This request shall be accompanied by a doctor's certificate which must include the following;

- a. Diagnosis and nature of disability/illness
- b. Approximate duration of disability/illness
- c. Anticipated date of return to work
- d. Method of treatment

While the request and supporting documentation is submitted to the Superintendent of Schools, it is being done for the sole purpose of his/her distributing it to the committee. The Superintendent will not render a decision on the validity of the claim.

2. The Superintendent of Schools must expediently notify the Union's Labor Relations Representative and also the two (2) administrators serving as members of the sick bank committee that a claim has been made. The Union's Labor Relations Representative has the same obligation of notifying the two (2) persons serving as members of the sick bank committee of the pending claim.
3. The sick bank committee, composed of two (2) members selected by the District and two (2) sick bank members selected by the Union, is obliged to meet for the purpose of discussing the claim within five (5) school days.
4. For a request to be granted, it is necessary to have a majority vote of the committee.
5. After due consideration of the claim and a decision being reached, the committee will report that decision to the Superintendent of Schools.
6. The Superintendent shall then notify the Union's Labor Relations Representative and the claimant of the committee's decision.
7. If the claim is approved, the Superintendent shall then issue notification to the office of central administration to execute the granting of the specified number of sick days in accordance with the sick bank committee decision.
8. Each claim will be reviewed periodically by the sick bank committee. At this time the committee may request further medical certification. After review, the sick bank committee will render a decision of continuance or terminance of the claim.
9. Procedures of the sick bank shall be reviewed by the sick bank committee upon request of the District or the Union.

